

UT 58986

USGS-BRD # 99HQAG0155  
NPS # 1443CA500099007  
USFS # SRS 33-RJVA-99-621  
DOE # DE-FC02-99ER-62856

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey--Biological Resources Division  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**DEPARTMENT OF ENERGY**

**and**

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Western Carolina University  
Florida A&M University  
Foothills Land Conservancy  
Oak Ridge National Laboratory  
Joint Institute for Energy and the Environment  
Great Smoky Mountains Conservation Association  
National Council of the Paper Industry for Air & Stream Improvement  
Southern Appalachian Man and Biosphere**

## ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the U.S. Geological Survey--Biological Resources Division, National Park Service, U.S Forest Service, and the Department of Energy (hereinafter called Federal Agencies), the University of Tennessee and its partner institutions is to establish and maintain the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit. The Southern Appalachian Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The U.S. Geological Survey--Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- D. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- E. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to establish the

Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

- F. The U.S. Department of Energy's (hereafter called DOE) mission is to ensure the energy security of this nation, maintain the safety, security and reliability of the U. S. nuclear weapons stockpile, clean up the environment from the legacy of the Cold War, and support basic and strategic energy-related research and development, including environmental research in support of the Department's mission. In accordance with Public Law 95-91, The DOE Organization Act, the DOE is authorized to enter into a cooperative agreement to establish the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- G. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- H. The partner institutions to the Host University include Appalachian State University, Western Carolina University, Florida A&M University, Foothills Land Conservancy, Oak Ridge National Laboratory, Joint Institute for Energy and the Environment, Great Smoky Mountains Conservation Association, National Council of the Paper Industry for Air & Stream Improvement, and the Southern Appalachian Man and Biosphere (hereinafter called Partner Institutions).

## **ARTICLE II - STATEMENT OF WORK**

- A. Each Federal Agency agrees to:
  - 1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
  - 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
  - 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
  - 4. Provide funds for basic support and salary for release time of Host University and Partner Institution faculty, as appropriate;
  - 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
  - 6. Make available managers to serve on the Southern Appalachian Mountains CESU Manager's Committee;

7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Southern Appalachian Mountains CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agency personnel or their designated representatives to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency personnel or their designated representatives, as appropriate;
8. Encourage its students to participate in the activities of the Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Southern Appalachian Mountains CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Southern Appalachian Mountains CESU.

- C. Each Partner Institution agrees to:
1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Southern Appalachian Mountains CESU objectives;
  2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
  3. Encourage students and employees to participate in the activities of the CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the Southern Appalachian Mountains CESU closely following the CESU Concept Paper (10 November 1997), adapting key elements to local and regional needs, as appropriate;
  2. Develop and adopt a Southern Appalachian Mountains CESU role and mission statement;
  3. Develop a multi-year strategic plan;
  4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
    - (a) the proposed work and what is being modified in the agreement;
    - (b) the project contribution to the objectives of the CESU;
    - (c) the methodology of the project;
    - (d) the substantial involvement of each party;
    - (e) the project schedule;
    - (f) the specific deliverables;
  5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
  6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

### **ARTICLE III – TERMS OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Southern Appalachian Mountains CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host

University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.

- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

#### **ARTICLE IV - KEY OFFICIALS**

- A. The technical representatives for the Federal Agencies are as follows:

- 1. U.S. Geological Survey--Biological Resources Division

- Joseph Clark  
U.S. Geological Survey-- Biological Resources Division  
University of Tennessee  
274 Willington  
Plant Science Building  
Knoxville, TN 37901-1071  
Phone: (423) 974-0739  
Email: jclark1@utk.edu

- 2. National Park Service

- John Yancy  
National Park Service  
Southeast Region  
1000 Alabama Street SW  
Atlanta, GA 30303  
Phone: (404) 562-3279  
Fax: (404) 562-3263  
Email: john\_yancy@nps.gov

- 3. U.S. Forest Service

- Nancy Herbert  
U.S. Forest Service  
Southern Research Station  
200 Weaver Blvd.  
Asheville, NC 28804  
Phone: (828) 257-4302  
Fax: (828) 257-4313  
Email: nherbert/srs@fs.fed.gov

4. Department of Energy

Dr. Jerry W. Elwood  
Department of Energy  
Environmental Sciences Division,  
Office of Biological and Environmental Research,  
Office of Science, SC-74  
19901 Germantown Road  
Germantown, Maryland 20874  
Phone: (301) 903-4583  
Fax: (301) 903-8519  
Email: jerry.elwood@science.doe.gov

B. The technical representative for the Host University is:

Dr. George Hopper  
Professor and Head  
Department of Forestry, Wildlife and Fisheries  
The University of Tennessee  
P.O. Box 1071  
Knoxville, TN 37901  
Phone: (423) 974-7988  
Fax: (423) 974-4714  
Email: ghopper@utk.edu

C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

Dr. Gary Walker  
Appalachian State University  
572 Rivers Street  
Boone, NC 28608  
Phone: (704) 262-3025  
Fax: (704) 262-2127  
Email: meikledb@appstate.edu

2. Western Carolina University

Dr. James Costa  
Western Carolina University  
Cullowhee, NC 28723  
Phone: (704) 227-7244  
Fax: (704) 227-7647  
Email: costa@wcu.edu

3. Florida A&M University

Dr. Michael Abazinge and Dr. Larry Robinson  
Environmental Sciences Institute

320 Gamble Street  
Tallahassee, FL 32307  
Phone: (805) 599-8553  
Fax: (805) 561-2248  
Email: mabazinge@famuedu

4. Foothills Land Conservancy

Randolph Y. Brown  
Foothills Land Conservancy  
614 Sevierville Rd.  
Maryville, TN 37804  
Phone: (423) 681-8326  
Fax: (423) 681-1463  
Email:

5. Oak Ridge National Laboratory

Stephen Hildebrand  
Environmental Sciences Division  
Oak Ridge National Laboratory  
Bldg. 1505, MS-6037  
Oak Ridge, TN 37381  
Phone: (423) 574-7374  
Fax: (423) 574-7287  
Email: sgh@ornl.gov

6. Joint Institute for Energy and the Environment

John Sheffield  
Joint Institute for Energy and the Environment  
600 Henley Street, Suite 314  
Knoxville, TN 37996  
Phone: (423) 974-3939  
Fax: (423) 974-4609

7. Great Smoky Mountains Conservation Association

Edgar Faust  
Great Smoky Mountains Conservation Association  
P.O. Box 216  
Knoxville, TN 37901  
Phone: (423) 637-8339  
Fax: (423) 523-8186

8. National Council of the Paper Industry for Air & Stream Improvement

Dr. T. Bently Wigley  
National Council of the Paper Industry for Air & Stream Improvement  
P.O. Box 340362  
Clemson University



Clemson, SC 29634  
Phone: (864) 656-0840

9. Southern Appalachian Man and Biosphere

Dr. Robb Turner  
Southern Appalachian Man and Biosphere  
317 Conference Center Bldg.  
Knoxville, TN 37996-4138  
Phone: (423) 974-4585  
Fax: (423) 974-4609

**ARTICLE V – AWARD**

- A. Award under this agreement is as specified in the incorporated budget (Article XI 1.).
- B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

U.S. Geological Survey--Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

Department of Energy

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

In accordance with DOE Order 481.1-1 and DOE Manual 481.1-1, the Department of Energy's "Work for Others" program requires full cost-recovery (which may exceed a

15% indirect cost rate) for non-DOE funded work by DOE laboratories, including Oak Ridge National Laboratory.

In addition, the Oak Ridge National Laboratory is a Federally Funded Research and Development Center owned by the Department of Energy. DOE funds transferred to the host institution and/or to any of the non-DOE partner institutions of the Southern Appalachian Mountain CESU through this Cooperative and Joint Venture Agreement cannot be transferred either directly or indirectly to the Oak Ridge National Laboratory for any purpose. DOE is required to use a different and separate funding instrument other than this Cooperative and Joint Venture Agreement to transfer DOE funds to the Oak Ridge National Laboratory for the purpose of supporting any of its activities as a partner institution covered under this CESU agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

#### **ARTICLE VI - PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 600 (Department of Energy).

#### **ARTICLE VII - REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Southern Appalachian Mountains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be adopted and agreed to by all Southern Appalachian Mountains CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

- D. Annual work plans will be developed to guide the specific activities of the Southern Appalachian Mountains CESU and will:
1. Describe the Southern Appalachian Mountains CESU ongoing and proposed research, technical assistance and education activities;
  2. Describe anticipated projects and products; and
  3. Identify faculty, staff and students involved in the Southern Appalachian Mountains CESU during the year.
- The first annual work plan (for FY1999) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Southern Appalachian Mountains CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

#### **ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

#### **ARTICLE IX - TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy), and requires approval of each of the Federal Agencies and the Host University.

#### **ARTICLE X – REQUIRED/SPECIAL PROVISIONS**

##### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act

of Congress or the laws of the District establishing, affecting, or relating to the agreement.

3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

#### 6. LIABILITY PROVISION:

##### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

##### Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from anyone incident. In

- subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
  - (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

#### **B. SPECIAL PROVISIONS:**

1. Joint publication of result is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.
2. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

#### **ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE**

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement
2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

#### **ARTICLE XII - AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. U.S. Geological Survey--Biological Resources Division
- B. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- C. U.S. Forest Service

D. DEPARTMENT OF ENERGY

E. UNIVERSITY OF TENNESSEE

- F. Appalachian State University
- G. Western Carolina University
- H. Florida A&M University
- I. Foothills Land Conservancy
- J. Oak Ridge National Laboratory
- K. Joint Institute for Energy and the Environment
- L. Great Smoky Mountains Conservation Association
- M. National Council of the Paper Industry for Air & Stream Improvement
- N. Southern Appalachian Man and Biosphere

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

A. U.S. Geological Survey--Biological Resources Division

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

B. National Park Service

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Date



**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

C. U.S. Forest Service

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

D. Department of Energy

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

H. University of Tennessee

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

F. Appalachian State University

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

G. Western Carolina University

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

H. Florida A&M University

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Date

## **ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

### **I. Foothills Land Conservancy**

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

J. Oak Ridge National Laboratory

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Date



**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

K. Joint Institute for Energy and the Environment

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

M. Great Smoky Mountains Conservation Association

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Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

N. National Council of the Paper Industry for Air & Stream Improvement

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\_\_\_\_\_  
Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

O. Southern Appalachian Man and Biosphere

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\_\_\_\_\_  
Date

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT ONE TO  
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey–Biological Resources Division  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**DEPARTMENT OF ENERGY**

and

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Western Carolina University  
Florida A&M University  
Foothills Land Conservancy  
Oak Ridge National Laboratory  
Joint Institute for Energy and the Environment  
Great Smoky Mountains Conservation Association  
National Council of the Paper Industry for Air & Stream Improvement  
Southern Appalachian Man and Biosphere**

**Adding:**

**Lincoln Memorial University  
Middle Tennessee State University  
Tennessee Technological University  
Western Kentucky University  
University of Kentucky**

With the exception of the changes below, all terms and conditions of the Southern Appalachian Mountains CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the agreement.

**ARTICLE I. BACKGROUND AND OBJECTIVES**

H.1. Lincoln Memorial University, Middle Tennessee State University, Tennessee Technological University, Western Kentucky University, and University of Kentucky are included in the Southern Appalachian Mountains CESU as Partner Institutions.

**ARTICLE III. TERMS OF AGREEMENT**

A.1. The effective date of the Southern Appalachian Mountains CESU Cooperative and Joint Venture Agreement is 18 June 1999.

A.2. The effective date of this amendment shall be determined from the date of the last signature.

#### **ARTICLE IV. KEY OFFICIALS**

C.10. The technical representative for Lincoln Memorial University is:

Dr. Ron Caldwell  
Professor, Biology and Director, Cumberland Mountain Research Center  
P.O. Box 1657  
Lincoln Memorial University  
Cumberland Gap Parkway  
Harrogate, TN 37752  
(423) 869-6227 (phone)  
email: rcaldwell@lmunet.edu

C.11. The technical representative for Middle Tennessee State University is:

Dr. Myra Norman, Director  
Office of Sponsored Programs  
Box 124  
Middle Tennessee State University  
Murfreesboro, TN 37130  
(615) 898-5005 (phone)  
email: mnorman@mtsu.edu

C.12. The technical representative for Tennessee Technological University is:

Dr. Dan Combs  
Department of Biology, Box 5063  
Tennessee Technological University  
Cookeville, TN 38505  
(931) 372-6541 (phone)  
(931) 372-6257 (fax)  
email: DLCOMBS@TNTECH.EDU

C.13. The technical representative for Western Kentucky University is:

Dr. Blaine Ferrell, Director  
Applied Research and Technology Program  
Ogden College of Science and Engineering  
Western Kentucky University  
1 Big Red Way  
Bowling Green, KY 42101  
(270) 745-4448 (phone)  
(270) 745-6471 (fax)  
email: blaine.ferrell@wku.edu

C.14. The technical representative for the University of Kentucky is:

Dr. Jefftrey W. Stringer  
Associate Professor  
Department of Forestry  
T.P. Cooper Building  
University of Kentucky  
Lexington, KY 40546-0073  
(859) 257-5994 (phone)  
(859) 323-1031 (fax)  
email: stringer@uky.edu

#### **ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES**

The following authorizing signatures are attached to this amendment:

##### **U.S. DEPARTMENT OF THE INTERIOR**

- A. U.S. Geological Survey–Biological Resources Division
- B. National Park Service

##### **U.S. DEPARTMENT OF AGRICULTURE**

- C. U.S. Forest Service

##### **D. DEPARTMENT OF ENERGY**

##### **E. UNIVERSITY OF TENNESSEE**

- F. Appalachian State University
- G. Western Carolina University
- H. Florida A&M University
- I. Foothills Land Conservancy
- J. Oak Ridge National Laboratory
- K. Joint Institute for Energy and the Environment
- L. Great Smoky Mountains Conservation Association
- M. National Council of the Paper Industry for Air & Stream Improvement
- N. Southern Appalachian Man and the Biosphere

##### **O. Lincoln Memorial University**

##### **P. Middle Tennessee State University**

##### **Q. Tennessee Technological University**

##### **R. Western Kentucky University**

##### **S. University of Kentucky**

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

A. U.S. Geological Survey--Biological Resources Division

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

B. National Park Service

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

C. U.S. Forest Service

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

D. Department of Energy

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

E. University of Tennessee

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

F. Appalachian State University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

G. Western Carolina University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

H. Florida A&M University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

I. Foothills Land Conservancy

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

J. Oak Ridge National Laboratory

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

K. Joint Institute for Energy and the Environment

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

L. Great Smoky Mountains Conservation Association

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

M. National Council of the Paper Industry for Air & Stream Improvement

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

N. Southern Appalachian Man and the Biosphere

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

O. Lincoln Memorial University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

P. Middle Tennessee State University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

Q. Tennessee Technological University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

R. Western Kentucky University

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

S. University of Kentucky

\_\_\_\_\_  
[Print Name]:

[Print Title]:

\_\_\_\_\_  
Date

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT TWO TO  
COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey-Biological Resources Division  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**DEPARTMENT OF ENERGY**

**and**

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Florida A&M University  
Lincoln Memorial University  
Middle Tennessee State University  
Tennessee Technological University  
Western Carolina University  
Western Kentucky University  
University of Kentucky  
Foothills Land Conservancy  
Oak Ridge National Laboratory  
Joint Institute for Energy and the Environment  
Great Smoky Mountains Conservation Association  
National Council of the Paper Industry for Air & Stream Improvement  
Southern Appalachian Man & Biosphere**

**Adding**

**Bureau of Land Management**

With the exception of the changes below, all terms and conditions of the Southern Appalachian Mountains CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the agreement.

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

A.1. The Bureau of Land Management is included in the Southern Appalachian Mountains CESU as a Federal Agency partner under Agreement # PAA037051.

I. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737 (b), the BLM is authorized to enter into the cooperative agreement establishing the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

## **ARTICLE III. TERMS OF AGREEMENT**

A.1. The effective date of the Southern Appalachian Mountains CESU cooperative and joint venture agreement is 18 June 1999.

A.3. The effective date of this amendment shall be determined from the date of the last signature.

A.4. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

C.1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.

## **ARTICLE IV. KEY OFFICIALS**

A.5. The technical representatives for the BLM is as follows:

Geoff Walsh  
BLM Eastern States Office  
7450 Boston Boulevard  
Springfield, VA 22153  
Phone: 703-440-1668  
Fax: 703-440-1551  
gwalsh@es.blm.gov

## **ARTICLE V.        AWARD**

B.1. Upon signature of all parties to this amendment, the BLM will commit \$10,000 in funds to the Host University in furtherance of the agreement, to be authorized by a modification or task order issued against the agreement.

## **ARTICLE XIV.     AMENDMENT AUTHORIZING SIGNATURES**

The following authorizing signatures are attached to this amendment:

### **U.S. DEPARTMENT OF THE INTERIOR**

#### **A. Bureau of Land Management**

- B. U.S. Geological Survey – Biological Resources Division
- C. National Park Service

### **U.S. DEPARTMENT OF AGRICULTURE**

- D. Forest Service

### **E. U.S. DEPARTMENT OF ENERGY**

### **F. UNIVERSITY OF TENNESSEE**

- G. Appalachian State University
- H. Florida A&M University
- I. Lincoln Memorial University
- J. Middle Tennessee State University
- K. Tennessee Technological University
- L. Western Carolina University
- M. Western Kentucky University
- N. University of Kentucky
- O. Foothills Land Conservancy
- P. Oak Ridge National Laboratory
- Q. Joint Institute for Energy and the Environment
- R. Great Smoky Mountains Conservation Association
- S. National Council of the Paper Industry for Air & Stream Improvement
- T. Southern Appalachian Man and Biosphere

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

A. Bureau of Land Management

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

B. U.S. Geological Survey- Biological Resources Division

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

**C. National Park Service**

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

D. U.S. D.A. Forest Service

\_\_\_\_\_  
[Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

E. Department of Energy

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

F. University of Tennessee

\_\_\_\_\_  
[Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

G. Appalachian State University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

H. Florida A&M University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

I. Lincoln Memorial University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

J. Middle Tennessee State University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

K. Tennessee Technological University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

L. Western Carolina University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

M. Western Kentucky University

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

N. University of Kentucky

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

O. Foothills Land Conservancy

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

P. Oak Ridge National Laboratory

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

Q. Joint Institute for Energy and the Environment

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

R. Great Smoky Mountains Conservation Association

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

S. National Council of the Paper Industry for Air & Stream Improvement

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date



#### **ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

T. Southern Appalachian Man & Biosphere

\_\_\_\_\_  
Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

UT 58986

BLM # PAA047008  
USFWS # 401814J002  
USGS #. 04HQAG0125  
NPS #. H5000 04 5040  
USFS #. SRS 33-RJVA-99-621  
DOE# DE-FC02-99ER-62856

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Fish and Wildlife Service  
U.S. Geological Survey  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**DEPARTMENT OF ENERGY**

**and**

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Florida A&M University  
Lincoln Memorial University  
Middle Tennessee State University  
Tennessee Technological University  
University of Kentucky  
Western Carolina University  
Western Kentucky University  
Great Smoky Mountains Conservation Association  
Joint Institute for Energy and the Environment  
Oak Ridge National Laboratory  
Southern Appalachian Man and Biosphere**

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S.D.A. Forest Service, and Department of Energy (hereinafter called Federal Agencies), and the University of Tennessee and its partner institutions is a continuation for a five (5) year term of the existing agreement for the operation and maintenance of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Southern Appalachian Mountains CESU is implemented by mutual consent of the parties and is consistent with the prior agreement and the express intent of the request for proposals for that agreement. The Southern Appalachian Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into the cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 U.S.C. 6302 et seq., 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C 1641-1646). In accordance with 7 USC 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- H. The U.S. Department of Energy's (hereafter called DOE) mission is to ensure the energy security of this nation, maintain the safety, security and reliability of the U. S. nuclear weapons stockpile, clean up the environment from the legacy of the Cold War, and support basic and strategic energy-related research and development, including environmental research in support of the Department's mission. In accordance with Public Law 95-91, The DOE Organization Act, the DOE is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- I. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- J. The partner institutions to the Host University include Appalachian State University, Florida A&M University, Lincoln Memorial University, Middle Tennessee State

University, Tennessee Technological University, University of Kentucky, Western Carolina University, Western Kentucky University, Great Smoky Mountains Conservation Association, Joint Institute for Energy and the Environment, Oak Ridge National Laboratory, and Southern Appalachian Man and Biosphere (hereinafter called Partner Institutions).

## **ARTICLE II. STATEMENT OF WORK**

### **A. Each Federal Agency agrees to:**

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Southern Appalachian Mountains CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

### **B. The Host University agrees to:**

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;

4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Southern Appalachian Mountains CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Southern Appalachian Mountains CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Southern Appalachian Mountains CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Southern Appalachian Mountains CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Southern Appalachian Mountains CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Southern Appalachian Mountains CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
  - a) the proposed work and what is being modified in the agreement;
  - b) the project contribution to the objectives of the CESU;
  - c) the methodology of the project;
  - d) the substantial involvement of each party;
  - e) the project budget and schedule;
  - f) the specific deliverables;

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy), and these documents are incorporated into this agreement by reference.

### **ARTICLE III. TERM OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date. The effective date of this agreement shall be 19 June 2004. Parties will have until 18 June 2004 to sign this agreement and thereby express their intent to continue participation in the Southern Appalachian Mountains CESU; parties that do not sign this agreement by 18 June 2004 will not be participants in the Southern Appalachian Mountains CESU.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Southern Appalachian Mountains CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
  1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.
- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

- F. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

#### **ARTICLE IV. KEY OFFICIALS**

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management

Geoff Walsh  
BLM Eastern States Office  
7450 Boston Boulevard  
Springfield, VA 22153  
Phone: 703-440-1668  
Fax: 703-440-1551  
gwalsh@es.blm.gov

2. U.S. Fish and Wildlife Service

Keith Taniguchi  
U.S. Fish and Wildlife Service  
Div. of Migratory Birds  
1875 Century Boulevard  
Atlanta, GA 30345  
Phone: (404) 679-7180  
Fax: (404) 679-4180  
keith\_taniguchi@fws.gov

3. U.S. Geological Survey

Joseph Clark  
U.S. Geological Survey  
University of Tennessee  
274 Ellington PS Building  
Knoxville, TN 37996  
Phone: (865) 974-4790  
jclark1@utk.edu

4. National Park Service

John Yancy  
Associate Regional Director, Natural Resource Stewardship and Science  
National Park Service  
Southeast Region  
Atlanta Federal Center, 1924 Richs Building  
6<sup>th</sup> Floor Executive Suite  
100 Alabama Street SW  
Atlanta, GA 30303  
Phone: (404) 562-3279



Fax: (404) 562-3263  
john\_yancy@nps.gov

Dr. Raymond Albright  
NPS Coordinator  
Southern Appalachian Mountains CESU  
Department of Forestry, Wildlife and Fisheries  
University of Tennessee  
274 Ellington PS Building  
Knoxville, TN 37996  
Phone: (865) 974-8443  
Fax: (865) 974-4717  
Ray\_Albright@nps.gov

5. U.S.D.A. Forest Service

Nancy Herbert  
U.S.D.A. Forest Service  
Southern Research Station  
200 Weaver Blvd.  
Asheville, NC 28804  
Phone: (828) 257-4302  
Fax: (828) 257-4313  
nherbert@fs.fed.us

Dr. Kay Franzreb  
U.S.D.A. Forest Service  
Department of Forestry, Wildlife and Fisheries  
University of Tennessee  
274 Ellington PS Building  
Knoxville, TN 37996  
Phone: (865) 974-0932  
franzreb@utk.edu

6. Department of Energy

Dr. Jeff Amthor  
Department of Energy  
Environmental Sciences Division,  
Office of Biological and Environmental Research,  
Office of Science, SC-74  
19901 Germantown Road  
Germantown, Maryland 20874  
Phone: (301) 903-2507  
Fax: (301) 903-8519  
jeff.amthor@science.doe.gov

B. The technical representative for the Host University is:

Dr. George Hopper  
Professor and Head  
Department of Forestry, Wildlife and Fisheries  
The University of Tennessee  
274 Ellington Hall  
Knoxville, TN 37996  
Phone: (865) 974-7988  
Fax: (865) 974-4714  
ghopper@utk.edu

C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

Dr. Gary Walker  
Appalachian State University  
Rankin Science Bldg.  
572 Rivers Street  
Boone, NC 28608  
Phone: (828) 262-2672  
Fax: (704) 262-2127  
walkergl@appstate.edu

2. Florida A&M University

Dr. Michael Abazinge and Dr. Larry Robinson  
Environmental Sciences Institute  
Center for Environmental Equity  
320 Gamble Street  
Tallahassee, FL 32307  
Phone: (805) 599-8553  
Fax: (805) 561-2248  
mabazinge@famu.edu  
larry.robinson@famu.edu

3. Lincoln Memorial University

Dr. Ron Caldwell  
Professor, Biology and Director, Cumberland Mountain Research Center  
P.O. Box 1657  
Lincoln Memorial University  
Cumberland Gap Parkway  
Harrogate, TN 37752  
Phone: (423) 869-6227  
rcaldwell@lmunet.edu

4. Middle Tennessee State University

Dr. Myra Norman, Director  
Office of Sponsored Programs  
Box 124  
Middle Tennessee State University  
Murfreesboro, TN 37130  
Phone: (615) 898-5005  
mnorman@mtsu.edu

5. Tennessee Technological University

Dr. Dan Combs  
Department of Biology, Box 5063  
Tennessee Technological University  
Cookeville, TN 38505  
Phone: (931) 372-6541  
Fax: (931) 372-6257  
dlcombs@tntech.edu

6. University of Kentucky

Dr. Jeffrey W. Stringer  
Associate Professor  
Department of Forestry  
T.P. Cooper Building  
University of Kentucky  
Lexington, KY 40546-0073  
Phone: (859) 257-5994  
Fax: (859) 323-1031  
stringer@uky.edu

7. Western Carolina University

Dr. James Costa  
Western Carolina University  
Cullowhee, NC 28723  
Phone: (704) 227-7244  
Fax: (704) 227-7647  
costa@wcu.edu

8. Western Kentucky University

Dr. Blaine Ferrell, Director  
Applied Research and Technology Program  
Ogden College of Science and Engineering  
Western Kentucky University  
1 Big Red Way  
Bowling Green, KY 42101  
Phone: (270) 745-4448  
Fax: (270) 745-6471  
blaine.ferrell@wku.edu

9. Great Smoky Mountains Conservation Association

Edgar Faust  
Great Smoky Mountains Conservation Association  
P.O. Box 52025  
Knoxville, TN 37950-2025  
Phone: (865) 584-3406  
Fax: (865) 523-8186  
afgb@usit.net

10. Joint Institute for Energy and the Environment

Robert B. Shelton  
Executive Director  
Joint Institute for Energy and the Environment  
314 UT Conference Center  
Knoxville, TN 37996-4138  
Phone: (865) 974-9076  
Fax: (865) 974-4609  
sheltonrb@utk.edu

11. Oak Ridge National Laboratory

Robin Graham  
Environmental Sciences Division  
Oak Ridge National Laboratory  
PO Box 2008  
Oak Ridge, TN 37381-6036  
Phone: (865) 574-7757  
Fax: (865) 574-7287  
GrahamRL@ornl.gov

## 12. Southern Appalachian Man and Biosphere

Dr. Robb Turner

Southern Appalachian Man and Biosphere

317 Conference Center Bldg.

Knoxville, TN 37996-4138

Phone: (865) 974-4585

Fax: (865) 974-4609

rturner@utk.edu

### **ARTICLE V. AWARD**

- A. Payments made by the Federal Agencies for work covered by all modifications to this agreement will be in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).
- B. A 17.5% indirect cost rate will be paid on work covered by all modifications to this agreement. An exception is that the USDA Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.
- C. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the agreement, subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

### **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

## **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Southern Appalachian Mountains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this agreement.
- C. A current role and mission statement will be maintained and agreed to by all Southern Appalachian Mountains CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the Southern Appalachian Mountains CESU and will:
  - 1. Describe the Southern Appalachian Mountains CESU ongoing and proposed research, technical assistance and education activities;
  - 2. Describe anticipated projects and products; and
  - 3. Identify faculty, staff and students involved in the Southern Appalachian Mountains CESU during the year.Copies of the annual work plan will be available to all parties to this agreement.
- E. A current multi-year strategic plan will be maintained to generally guide the Southern Appalachian Mountains CESU.

## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

## **ARTICLE IX. TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

## **ARTICLE X. REQUIRED/SPECIAL PROVISIONS**

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7.U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may enter into with farmers: Provided, That such exemption shall be made a matter of public record.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution

or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter.



Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.

2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

## **ARTICLE XI. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

### **U.S. DEPARTMENT OF THE INTERIOR**

- A. Bureau of Land Management
- B. U.S. Fish and Wildlife Service
- C. U.S. Geological Survey
- D. National Park Service

### **U.S. DEPARTMENT OF AGRICULTURE**

- E. U.S.D.A. Forest Service

### **F. DEPARTMENT OF ENERGY**

### **G. UNIVERSITY OF TENNESSEE**

- H. Appalachian State University
- I. Florida A&M University
- J. Lincoln Memorial University
- K. Middle Tennessee State University
- L. Tennessee Technological University
- M. University of Kentucky
- N. Western Carolina University
- O. Western Kentucky University
- P. Great Smoky Mountains Conservation Association
- Q. Joint Institute for Energy and the Environment
- R. Oak Ridge National Laboratory
- S. Southern Appalachian Man and Biosphere

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

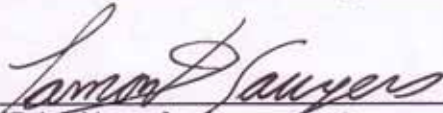
  
\_\_\_\_\_  
[Print Name]:  
[Print Title]: *State Director*

JUN 14 2004

\_\_\_\_\_  
Date

1 ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

2  
3 A. Bureau of Land Management

4  
5   
6

7 [Print Name]: *Lamont D. Sawyers*

8 [Print Title]: *Contract Specialist*

*6/16/04*  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service

•6

  
**Donald H. Calder**  
**Deputy Chief/Procurement Agent**

04/26/2004  
Date

[Print Name]:

[Print Title]:

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey

*Pansy R. Yeatts, Contracting Officer*

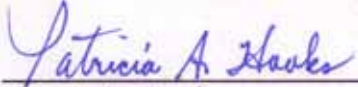
[Print Name]: PANSY R. YEATTS  
[Print Title]:

APR 28 2004

Date

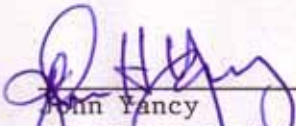
ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

D. National Park Service




Patricia Hooks  
Regional Director  
Southeast Region

May 10, 2004  
Date



John Yancy  
Associate Regional Director  
Natural Resource Stewarship and Science  
Southeast Region

May 5, 2004  
Date

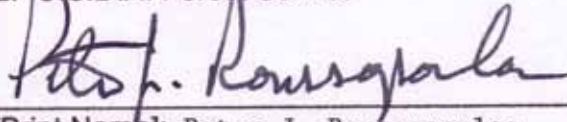


Kathleen L. Batke  
Contracting Officer  
Southeast Region

5/5/2004  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

E. U.S.D.A. Forest Service

A handwritten signature in dark ink, appearing to read "Peter J. Roussopoulos", written over a horizontal line.

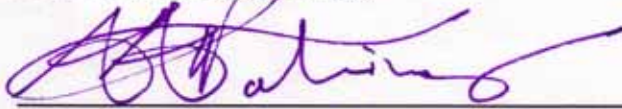
[Print Name]: Peter J. Roussopoulos

[Print Title]: Director

5/4/04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

F. Department of Energy



4/27/04

[Print Name]: ARI PATRINOS

Date

[Print Title]: ASSOCIATE DIRECTOR OF SCIENCE  
FOR BIOLOGICAL & ENVIRONMENTAL RESEARCH



ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

G. University of Tennessee

gh



[Print Name]:

[Print Title]:

Jack H. Britt  
~~Vice President for Agriculture~~

5-13-08  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

H. Appalachian State University

Gary L. Walker  
[Print Name]: Gary L. Walker  
[Print Title]:

4/27/04  
Date

ASU - CESU Representative  
Professor of Biology

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

I. Florida A&M University

MICHAEL ABAZINGE  
[Print Name]:  
[Print Title]: PROFESSOR / ASSOC. DIRECTOR

5/5/04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

J. Lincoln Memorial University

Ronald S. Caldwell

[Print Name]: Ronald S. Caldwell

[Print Title]:

Professor of Biology

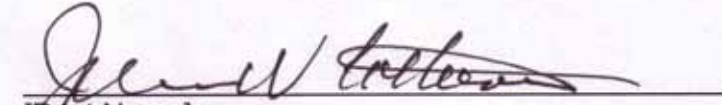
Director CMRC

27 April 2004

Date

## ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

K. Middle Tennessee State University

  
[Print Name]: John W. Cothran  
[Print Title]: Vice President  
Business and Finance5/5/04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

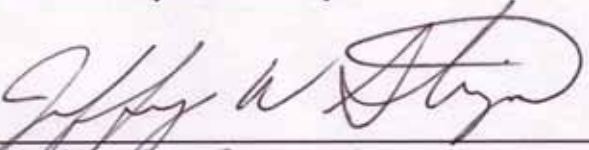
L. Tennessee Technological University

Daniel L. Combs  
[Print Name]: Daniel L. Combs  
[Print Title]: Chairperson, Dept. of Biology

4/27/04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

M. University of Kentucky

  
[Print Name]: JEFFREY W. STRINGER  
[Print Title]: ASSOCIATE PROFESSOR

4/29/04  
Date



ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

N. Western Carolina University

Abdul M. Turay

[Print Name]: Abdul M. Turay

[Print Title]: Dean, Research & Graduate Studies

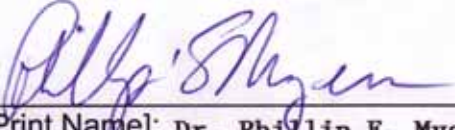
5/13/04  
Date





ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

O. Western Kentucky University

A handwritten signature in blue ink, appearing to read "Phillip E. Myers", written over a horizontal line.

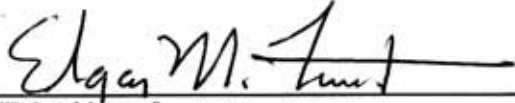
[Print Name]: Dr. Phillip E. Myers

[Print Title]: Executive Director WKURF

5/3/04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

P. Great Smoky Mountains Conservation Association

A handwritten signature in cursive script, appearing to read "Elgar M. Hunt", written over a horizontal line.

[Print Name]:

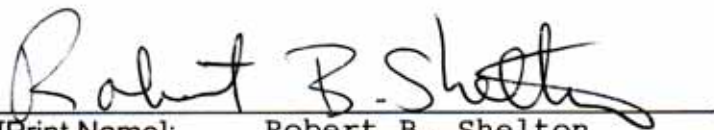
[Print Title]:

Asst. Sec.

14 Mar '04  
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

Q. Joint Institute for Energy and the Environment

A handwritten signature in black ink, reading "Robert B. Shelton", written over a horizontal line.

[Print Name]:

Robert B. Shelton

[Print Title]:

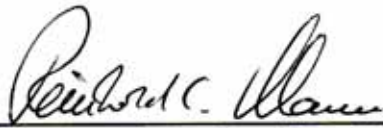
Executive Director

5/10/04

Date

ARTICLE XI – AUTHORIZING SIGNATURES (cont.)

R. Oak Ridge National Laboratory



[Print Name]: Reinhold C. Mann  
[Print Title]: Vice-President  
Biological and Environmental Sciences  
UT-Battelle, LLC

5/12/09

Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

S. Southern Appalachian Man and Biosphere



[Print Name]: Robert S. Turner  
[Print Title]: Executive Director

5/10/04

Date